

## Washington State Immunization Information System

### Information Sharing Agreement for Healthcare Providers or Local Health Jurisdictions

- I.** This is an Agreement (agreement) between the Washington State Department of Health (the department), and \_\_\_\_\_ (provider) for the exchange of Immunization Data.
- II.** The Washington State Immunization Information System (the system) serves as a data repository and data retrieval facility for healthcare providers and health plans, to exchange immunization data in order to provide or coordinate healthcare for their patients. Access to immunization data in the system may be accomplished using one or more of the connectivity methods described in Appendix A.
- III. The provider entering into this agreement is (check one):**
- ☐ An individual who is licensed, certified, registered, or otherwise authorized by the laws of the State of Washington to provide healthcare in the practice of his or her profession or in the ordinary course of his or her business.
  - ☐ A professional corporation or limited liability company, public agency, or other entity or organization which is authorized or otherwise qualified to and does provide healthcare services through individual shareholders, members, officers, employees, contractors, or other personnel who are licensed, certified, registered, or otherwise authorized to provide healthcare in the practice of their profession(s) or in the ordinary course of their business(es).
- IV. The provider's obligations to supply information to the system**
- A. The provider will make reasonable efforts to: (1) initiate new entries in the system after providing immunization care to a patient for whom no pre-existing record exists; (2) update immunization data in the system as needed; and (3) edit a record that is incorrect or incomplete, or notify the system staff of a potential error if the provider believes any information contained in the record is not true, accurate, or complete.
  - B. The provider shall strive to provide timely, accurate, and complete data, and acknowledges that other providers will rely on this information in making decisions concerning patient care. The provider expressly agrees to indemnify, defend, and hold harmless the department for any claim for damages which may arise from the provider's supply of knowingly or intentionally false, materially inaccurate, or materially incomplete immunization data to the system.

**V. The department's obligation to maintain provider and patient confidentiality**

The department has adopted an **Information Sharing Policy** (Appendix B) which guides its practice with respect to release of patient-specific, provider-specific, and health plan-specific data. The provisions of this policy are incorporated into this agreement.

**VI. Joint obligations to maintain patient privacy**

The parties agree that:

- A. The department may amend these obligations: (1) in order to comply with newly enacted or amended state or federal laws or regulations; (2) in response to a previously unanticipated risk of breach of privacy which may become apparent in the operation of the information system; (3) in order to adopt standards, features or procedures which the department may deem more effective in the protection of privacy; or (4) in order to adopt other new or enhanced information system standards, feature or procedures, so long as such new standards, features, or procedures do not reduce or interfere with established privacy protections. Such amendments will be incorporated into this agreement and will become effective upon the department's written communication of the change to the provider. Such amendments shall not affect the other provisions of this contract.
- B. The provider shall disclose information about individual patients, received from other providers through the system only to those patients, their parents, or other legal guardians (if applicable), to the provider's employees, contractors, officers, agents, or other affiliates authorized to act on behalf of the provider under this agreement, or to providers who need the information in order to provide healthcare to that patient, unless: (1) the provider obtains a release under the terms stated below or (2) a court order requires such disclosure.
- C. The department shall disclose information about individual patients only to those patients, their parents, or other legal guardians (if applicable), to providers subject to an Information Sharing Agreement for Healthcare Providers or Local Health Jurisdictions with the department, to health plans that have entered into an Information Sharing Agreement for Health Plans with the department, unless: (1) the department obtains a release under the terms stated below or (2) a court order requires such disclosure.
- D. If either the department or the provider discloses information pursuant to a release, which is otherwise barred from disclosure under this agreement, the party making the disclosure shall ensure that the release is: (1) in writing, with a copy retained by the disclosing party; (2) executed by a person with the legal authority to enter into such a release; (3) legally applicable to the information to be disclosed; and (4) effective on the date of the disclosure.
- E. The provider shall ensure that the system user IDs and passwords are disclosed only to individuals authorized by the provider to access patient immunization data. In the event the provider discovers that the system's privacy and security have been breached, the provider shall notify the department immediately.

- F. Any immunization data the provider obtains from the system about individual patients may only be used by the provider and its personnel for the purpose of providing immunizations or otherwise coordinating healthcare for its patients. In the event the provider discovers that any person associated with the provider may have accessed information for any other purpose, the provider shall notify the department immediately.

**VII. Information to be provided by the department**

- A. **Information services available to the provider** at no charge under this agreement are set forth in Appendix A. The department may make additional or enhanced information services available to the provider, from time to time, by giving written notice of the changes.
- B. The department acknowledges that the provider and its personnel will use the immunization data supplied by the system for the purpose of providing immunizations or otherwise coordinating health care for its patients. The department does not guarantee, but will use its best efforts to contribute to, the truth, accuracy, or completeness of any information provided under this agreement, including but not limited to individual patient information. However, the provider is solely responsible for exercising independent professional judgment in the use of such information. The department will not be liable for any general, special, consequential, or other damages which may arise or be claimed to arise from any use of information by the provider and/or the provider's employees, contractor, officers, agents, or other affiliated persons.

**VIII. Modifications**

Except as provided for in paragraphs VI.A. and VII.A., this agreement may be modified only in writing signed by both parties.

**IX. Termination**

This agreement may be terminated:

- A. By either party giving at least 30 days notice in writing of intent to terminate.
- B. By the department immediately at its discretion upon verification of any material breach by the provider of the **Joint obligations to maintain patient privacy** described in section VI.
- C. By the provider immediately in the event that the department materially fails to comply with the terms of the agreement between the parties for the provision of specific immunization data as referenced under **Information to be provided by the department**. Upon written request, all immunization data submitted by the provider during the term of the agreement may be returned to the provider.

**X. Choice of law and venue**

This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the State of Washington.

**XI. Provider contact information** (Please type or print.)

By executing below, the provider accepts the terms and conditions of this agreement:

Name of Provider: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Primary person(s) responsible for oversight of the system usage (the System Administrator):

\_\_\_\_\_

**XII. Department contact information**

Contact for contract questions about the system and contact to return this agreement to:

Contact Person: Sonja Morris

Mailing Address: Washington State Department of Health  
Office of Immunization and Child Profile  
PO Box 47843

Olympia, WA 98504-7843

Phone: 360-236-3595 or 1-866-397-0337

Fax: 360-236-3590

Email: [sonja.morris@doh.wa.gov](mailto:sonja.morris@doh.wa.gov)

AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Provider:**

**Washington State Department of Health:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contracts Office Authorized Signature

\_\_\_\_\_  
Name, Title *Please Print*

\_\_\_\_\_  
Name, Title *Please Print*

By execution of this agreement, the parties so signing acknowledge they have full power and authority to enter into and perform this agreement on behalf of the signatory as well as the business entity referenced within the body of the agreement.

# **Appendix A**

## **Information Services Available to the Provider**

The Washington State Immunization Information System (the system) is operated for the benefit of children, their care providers, health plans, public health agencies, and other entities that are concerned with assuring the effective immunization of children. The Washington State Department of Health (the department) is solely responsible for the operation of the system, which contains data about children in Washington State, including demographic information and immunization treatment history.

The provider will have full access to the system and its online service features 24 hours a day, 7 days a week. When routine or emergency system maintenance is required, the system will schedule system down-time outside of regular business hours and with prior notice whenever possible. Use of the system is made available to the provider in accordance with the guidelines and end-user procedures available in the Training page online.

### **Access to the system**

Providers may participate in the system via three methods:

- Web-based access – operates on most computers with Internet access and a Web browser.
- Flat file exchange – allows the sharing of flat files between electronic systems using data transfer specifications provided by the system.
- HL7 data exchange – allows exchange of data between electronic health record databases and the system.

### **Online patient record queries and immunization record access and updating**

Once identity has been established in accordance with the user authentication procedures for the system, the following services are available to the provider under this agreement:

Queries, access, and updating:

- To determine if a patient has a record in the system's database.
- To update the existing demographic data for the patient and/or create a new demographic record.
- To view the record of immunization treatment events for the student.
- To create a new record for a new immunization.
- To update an existing immunization record, including recording adverse reactions.
- To obtain a vaccination forecast showing when vaccines are due for each individual.
  - The algorithm for this forecast is based on the recommended immunization schedule published by the Centers for Disease Control and Prevention (CDC) with the advice of the American Academy of Pediatrics (Advisory Committee on Immunization Practices). The algorithm is subject to change if/when the CDC establishes new guidelines.

### **Vaccine Ordering**

Washington's Vaccines for Children (VFC) program offers online ordering of vaccine by providers who are enrolled in VFC. Vaccine ordering permission allows the qualified user to order their vaccines from the state through use of the system's Web-based program, and to track the order status online.

Other online vaccine management functions will be available in 2012 and beyond. They include:

- Provider re-enrollment – complete your annual provider agreement online.
- Meet CDC’s Economic Order Quantity best practice standards with online support for order timing, frequency, and recommended order quantities.
- Accountability reporting – use your existing system account to submit electronic vaccine accountability information, or log on, enter your data online, and electronically submit it to your local health jurisdiction when you place your vaccine orders.

### **Reminder-Recall**

- The Reminder-Recall function allows the provider to produce phone lists, mailing labels, and postcards for patients. The list may be broken out by a number of parameters including antigen, age of patient, immunization due date, physician, facility, and next appointment date. The text of the postcard can be modified to include clinic specific information.
- In addition, the Child Profile Health Promotion mailings described below remind parents when immunizations are due. These are age-specific reminders that do not reflect the child’s immunization history.

### **Contraindications/exemptions**

Contraindications can be flagged for specific vaccines, and the specific reason for the contraindication or precaution selected from a drop-down list. History of varicella disease may also be recorded. When a contraindication is recorded, that vaccine will no longer appear on forecasts or recall lists for that patient.

### **Patient vaccination reports**

Patient-specific records can be generated and printed, including:

- All recorded vaccinations (by specific vaccine type).
- Vaccination summary (by vaccine family).
- Vaccination detail (including details needed to document the encounter, such as lot number, manufacturer, injection site, etc.).
- Forecast (showing current immunization status and dates due).

### **Other Reports**

The system generates the following reports that may be viewed on screen or printed. These reports can be generated based on facility or primary care provider, if that information has been entered.

| <b>Vaccination Reports:</b>   | <b>Patient Reports:</b>           |
|---|-----------------------------------|
| • Vaccination Totals  | • Daily Patient Immunization List |
| • Vaccinations Breakdown  | • Patient Detail                  |
| • Lot Number Summary (interactive inventory of doses used, administered, and available)   | • Patient Totals                  |
| • Lot Recall Listing  | • Patient Breakdown               |
|   | •                                 |
| <b>Vaccines for Children Reports:</b>   |                                   |
| • Vaccine Administered (meets state reporting requirements for publicly-supplied vaccine) |                                   |
| • VFC Accountability Log (for benchmarking)   |                                   |

**Clinical Assessment Software Application (CASA) Export Module**

The CASA Export Module streamlines the process for providers to run immunization assessment reports by allowing them to receive their system data files directly at their workstations for import into CoCASA or WinCASA. CoCASA and WinCASA are free software packages developed by and available from the CDC, for use by clinics to evaluate immunization coverage levels and immunization practices.

**Batch processing and HL7 exchange of immunization data**

In addition to entering data through the online system, providers may store data in the system through batch processing. They may do so by providing data files in a flat file format that conforms to the system's Data Translation Tool (DTT) specifications. This service facilitates entry of the provider's complete historical immunization data into the system, as well as ongoing entry for providers with electronic systems that capture immunization data. If providers want to receive batch data in return, the system will affect the exchange of data with the provider within a mutually agreeable period of time. HL7-based data exchange is also available.

**Child Profile Health Promotion mailings**

The parents of all children residing in Washington State receive a series of seventeen age-specific mailings sent by the system until the sixth birthday. These mailings focus on health, growth and development, safety, and reminders to schedule well-child visits and immunizations. Parents of children birth to six years, added to the system by your medical organization will receive these mailings. Parents may opt out of the mailings by calling a toll-free number listed in all the mailings.

# Appendix B

## Information Sharing Policy

It is the intent of the Washington State Department of Health (the department) that no information from the Washington State Immunization Information System (the system) database will be made available to any party without appropriate authorization. The privacy of uniquely identified information about patients, healthcare providers, and health plans will not be compromised. The department intends to ensure that its privacy and security policies and practices meet or exceed the standards set by state and federal law for the privacy protection of individual health information. The basic guidelines relative to information disclosure are as follows:

1. Sharing of immunization records among healthcare providers, for the purpose of assisting the healthcare provider to deliver healthcare to a patient, is compatible with the Uniform Health Care Information Act (RCW 70.02).
2. Patient-specific information in the system database is available to healthcare providers providing or coordinating care for patients and authorized to use the database through a signed information sharing agreement. Staff from the department whose work duties require access to the system database and who have signed confidentiality agreements may also access patient-specific information in the database. The available data in the patient-specific immunization record may include the identity of the provider or organization that has administered a specific immunization.
3. Any individual authorized to access the system database: (1) will only release patient-specific information in accordance with federal and state law including 42 U.S.C. § 1396a(a)(7); 42 C.F.R. § 431 Subpart F, 45 C.F.R. Parts 160 and 164; RCW 48.43.505 and its implementing regulations (Chapter 242-04 WAC); RCW 70.02; and RCW 74.04.060; (2) will only release provider-specific or health plan-specific information with the consent of the provider or health plan; and (3) will only make use of patient-specific, provider-specific, or health plan-specific information for the provision of healthcare with the exception of disclosure of patient-specific information to federal, state, or local public health authorities to control an infectious disease outbreak (RCW 70.02.050(2)).
4. A health plan requesting patient-specific immunization information on its enrollees must assure the department through a data sharing agreement that release of this information is for the purpose of the health plan's disease management, care management, case management, or quality management programs.
5. It is the intent of the department to use data from the system for assessment, assurance, program evaluation, and outbreak control activities. Both non-identified and identified data may be used to support these activities. Staff and contractors of the department will use patient- and provider-specific data to conduct quality improvement analysis with immunization providers who have contracted to receive and administer state-supplied vaccine. The department will not conduct provider-specific analysis of immunization coverage without the involvement of the provider.
6. Researchers requesting a data set with identified or identifiable information from the system database will receive the data from the system only after review and approval by the Washington State Institutional Review Board and administrative approval by the department or informed written consent from each individual (RCW 42.48).